

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GE RENEWABLES NORTH AMERICA, LLC,

Plaintiff,

v.

SKF USA INC.,

Defendant.

Case No. 23 Civ. 9274 (PKC)

DECLARATION OF DAVID A. MOLLEVIK

David A. Mollevik declares and states as follows:

1. I am the Senior Sourcing Staff Manager - Buying/Procurement at GE Vernova Inc (“GE Vernova”). I am submitting this Declaration in opposition to the Motion to Dismiss filed by SKF USA Inc. (“SKF”). The statements in this Declaration are based on my personal knowledge of relevant events and my review of GE Vernova internal business records.

2. GE Vernova is the successor to the renewable energy business of General Electric Corporation (“GE”), including GE Renewables North America, LLC (“GERNA”). The spin-off of GE Vernova from GE was completed on April 2, 2024.

3. I began working in GE’s energy business in 1989 and have always been based in Schenectady, New York.

4. In 2017, I was the Global Commodity Leader for Main Bearings for GE’s renewable energy business. In that capacity, I executed Addendum Number Two to the Supply Agreement between GE and SKF (the “Supply Agreement”). I signed Addendum Number Two on behalf of GE on December 14, 2017.

5. Addendum Number Two, among other things, added the main bearing at issue in this case—SKF part number 240/750 ECA/W33V039RE10—to the Supply Agreement.

Addendum Number Two set the pricing for this part and also provided for a committed volume in 2018 equal to 30% of direct material requirements for GE's 2 megawatt wind turbines.

6. Addendum Number Two was negotiated in part through in-person meetings between myself and Steven Curtis of SKF at GE's offices in Schenectady, New York. Mr. Curtis was a Sales Director for SKF. I believe he was based in Pennsylvania, but he traveled to New York on a fairly regular basis for meetings to discuss SKF's relationship with GE.

7. I have limited records dating back to 2017, so I have not been able to pinpoint the exact dates or times of meetings with Mr. Curtis. I do recall that there was more than one meeting with Mr. Curtis at our offices in Schenectady to discuss the terms of Addendum Number Two, including pricing and volume commitments for the main bearing at issue in this case.

8. After Addendum Number Two was entered, I participated in additional in-person meetings at our offices in Schenectady with Mr. Curtis and his successor, Jeffrey Marchozzi. These meetings were to discuss the ongoing business relationship, including the purchase commitments agreed upon in Addendum Number Two. Again, I cannot provide exact dates for the meetings, but I do recall there were multiple meetings between the time Addendum Number Two was signed and the time I left the Global Commodity Leader position in June 2019.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 23, 2024

A handwritten signature in black ink, appearing to read 'David A. Mollevik', written over a horizontal line.

David A. Mollevik